



## **REQUEST FOR PROPOSAL**

**Date June 2, 2009**

### **Professional Third Party Payroll & Independent Contractor Classification Consulting Services RFP# CIRM 2211**

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP# 2211** for the California Institute for Regenerative Medicine (CIRM). In submitting your proposal, you must fully comply with these instructions. Missing and/or incomplete information may cause your proposal to be disqualified from further consideration. The RFP seeks an outstanding professional vendor to provide Professional Third Party Payroll and Independent Contractor Classification Consulting Services for CIRM.

If you have questions, or should you need any clarifying information regarding this RFP please contact: Cynthia Schaffer, Contracts Administrator at phone (415) 396-9241 or email [cschaffer@cirm.ca.gov](mailto:cschaffer@cirm.ca.gov) and/or Alexandra Campe Degg, Chief Human Resources Officer at phone (415) 396-9133 or email [acampe@cirm.ca.gov](mailto:acampe@cirm.ca.gov).

**All submittals must be received on or before 5 PM Pacific Time, June 23, 2009. Please return one hard copy signed original to:**

California Institute for Regenerative Medicine  
210 King Street  
San Francisco, CA 94107  
Attn: Cynthia Schaffer  
Contracts Administrator

**Faxed submittals will not be accepted  
Email submittals will not be accepted  
Late submittals will not be accepted**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

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## **A. Purpose and Description of Services**

### **1. Introduction**

The California Institute for Regenerative Medicine ("CIRM") was established in early 2005 by the passage of Proposition 71, the California Stem Cell Research and Cures Act. The statewide ballot measure, which provided \$3 billion in funding for stem cell research at California universities and research institutions, was approved by California voters on November 2, 2004, and created CIRM as a new state agency responsible for making and managing grants and loans for stem cell research, research facilities and other vital research opportunities. The mission of CIRM is to support and advance stem cell research and regenerative medicine under the highest ethical and medical standards for the discovery and development of cures, therapies, diagnostics and research technologies to relieve human suffering from chronic disease and injury. To date, the CIRM governing board has approved 279 grants totaling more than \$693 million, making CIRM the largest source of funding for embryonic and pluripotent stem cell research in the world. For more information about CIRM please visit our website at [www.cirm.ca.gov](http://www.cirm.ca.gov).

CIRM is a relatively small agency (with 40 employees) with a big mission. CIRM is requesting a proposal from companies who will work with CIRM's Chief Human Resources Officer to meet CIRM's needs for professional Third Party Payroll Servicing and Independent Contractor Classification Consulting and Analysis services.

The company that is selected must be technically and professionally capable of providing the services in the subject areas described in Section A, Item 2, Scope of Work and meet the Minimum Qualifications for Vendors in Section B. The company must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.

CIRM expects the chosen company will be able to start as soon as possible immediately after the execution of the contract. CIRM anticipates entering into a two-year contract starting in June 2009 through June 2011 with a possible extension and a 30-day cancellation clause by CIRM.

### **2. Scope of Work**

The Third Party Payroll Servicing and Independent Contractor Classification Consulting and Analysis vendor ("the Vendor") will be expected to provide CIRM with the following services as described herein:

#### **a) Company's Experience**

The Vendor will be skilled and experienced with the ability to think strategically and execute a vibrant and aggressive strategy to support the goals and initiatives of CIRM.

- i. Qualifications and Experience - Discuss your overall qualifications and experience. Discuss how your qualifications and experience demonstrate your ability to successfully complete the Scope of Work outlined herein.

## **b) Budget**

1. For Purposes of this RFP Response, CIRM would like to see a proposal that details what the Vendor will charge for the provision of the services listed in section A.2.c below.
  - (a) Please be specific as to the break out of charges related to the third party payroll services and delineate what will be paid for federal, state and withholding taxes, unemployment, social security, state disability, worker's compensation insurance, employee benefits (if applicable) and any other payroll charges. Please also be specific as to the separate charges used to compensate Vendor for their services.
  - (b) Please explain if there is a cost differential for these Vendor charges based on the length of the time the individual is on Vendor's payroll.
  - (c) Please be specific as to the "benefits", if any, that you offer the payrolled employees that work through your agency. If these benefits require the employee to contribute, please detail those contributions costs.
2. Please explain the details of Independent Contractor Classification Consulting and Analysis services you provide and the rates you charge for these services.
3. CIRM would like to enter into a 2-year agreement.
4. CIRM will require the Vendor to abide by all terms and conditions for billing and contracting that are required of CIRM as an agency of the State of California.

**PLEASE NOTE:** CIRM also needs Temporary Administrative Staffing Services on an as-needed basis. CIRM's Temporary Staffing needs occur intermittently and on those occasions, CIRM contacts a Vendor who will source, screen and place an individual at CRIM for a short-term assignment involving administrative and clerical duties. A Request for Information (RFI) from Vendors specializing in this type of staffing service is going out separately. Please contact CIRM for more information.

## **c) Services to be performed**

1. Provide third party payroll services to individuals identified and designated by CIRM.
  - a. Including paying the individuals on Vendor's payroll and providing Vendor's standard benefit options.
  - b. CIRM will contact Vendor with details of the payroll services requested on an as needed basis as CIRM's needs arise over the course of the agreement.
2. Provide Independent Contractor Classification Consulting and Analysis Services on an as needed basis.

**PLEASE NOTE:** CIRM reserves the right to make awards to separate vendors: one for the payroll services and one for the classification consulting services.

## **B. Minimum Qualifications for Vendor(s)**

CIRM expects the Vendor to have a close working relationship with the Chief Human Resources Officer as evidenced by the nature of the tasks listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. Vendor must have, at minimum, the following qualifications and experience:

- 5 years of experience in payroll processing services
- 3 years of experience in Independent Contractor Classification Consulting and Analysis services.
- Ability to communicate effectively

Possession of the following Insurance Policies is another Minimum Qualification for Vendors:

### **Independent Consultant Insurance Requirements**

#### **a. General Liability**

##### **i. Comprehensive or Commercial Form (minimum limits)**

- |  |                |
|--|----------------|
| 1. Each Occurrence                         | \$2,000,000.00 |
| 2. Products/Completed Operations Aggregate | \$2,000,000.00 |
| 3. Personal and Advertising Injury         | \$1,000,000.00 |
| 4. General Aggregate*                      | \$1,000,000.00 |

\*Not applicable to comprehensive form.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

- b. Business Automobile Liability (minimum limits): For owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- c. Workers' Compensation: as required under California State Law.
- d. Professional Liability Insurance (minimum limits):
  - i. Each Occurrence \$2,000,000
  - ii. Project Aggregate \$2,000,000
- e. Other insurance in amounts which from time to time may reasonably be required by the mutual consent of the CIRM and the Independent Consultant against other insurable hazards relating to performance.

## **C. Proposal Requirements and Information**

### **1. Key Action Dates**

It is recognized that time is of the essence. All Vendors are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

<u>Date</u>	<u>Action</u>
June 2, 2009	RFP available to prospective firms
June 23, 2009	Proposals must be received at the CIRM at 210 King Street San Francisco, CA by <b>5:00 P.M.</b>
July 6, 2009	Proposed Award Date (Note: The actual award date may be earlier.)

## **2. References**

- a) References-Submit a list of at least three references (clients) to which you have provided similar services within the past five years and contact numbers for each. See Attachment 1.

## **3. Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the Vendor's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) Please be sure your proposal states: (a) how you will take care all of CIRM's Third Party Payroll and Independent Contractor Consulting Services needs; (b) why you are a good fit for CIRM; and (c) what sets you apart from other similar vendors.
- c) The proposal package should be prepared in the least expensive method.
- d) All proposals must be submitted to the California Institute for Regenerative Medicine by the dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates.
- e) Proposal should identify the total dollar amount of consulting work Vendor has contracted with CIRM for in the last 12 months.
- f) Submit one original in hard copy. All documents contained in the original hard copy proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. In addition to the hard copy, please submit one electronic copy by email to [cschaffer@cirm.ca.gov](mailto:cschaffer@cirm.ca.gov).
- g) The proposal envelope(s) for the hard copy should be addressed as follows and must be plainly marked with the RFP number and title:

Cynthia Schaffer  
California Institute for Regenerative Medicine  
210 King Street  
Professional Third Party Payroll & Independent Contractor Classification Consulting Services  
RFP# CIRM 2211

If the proposal is made under a fictitious name or business title, the actual legal name of the Vendor must be provided.

- h) All proposals shall include the documents identified in Section D, Required Attachments. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CIRM may reject any or all proposals and may waive any immaterial deviation in a proposal. CIRM's waiver of immaterial deviation shall in no way modify the RFP document or excuse the Vendor from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Vendor and shall not be charged to CIRM.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Payee Data Form. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A Vendor may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A Vendor may withdraw its proposal by submitting a written withdrawal request to CIRM, signed by the Vendor or an authorized agent, addressed in accordance with f above. A Vendor may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) CIRM may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) CIRM reserves the right to reject all proposals. CIRM is not required to award an agreement.
- q) Before submitting a response to this solicitation, Vendors should review it, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, Vendor should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications, if applicable.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

- t) CIRM does not accept alternate contract language from a prospective Consultant. A proposal with such language will be considered a counter proposal and may be rejected.
- u) No oral understanding or agreement shall be binding on either party.

#### **4. Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Vendor, may be rejected.
- c) Award, if made, will be to the highest scoring responsible proposal. If a tie occurs the most competitive cost proposal will be the determining factor.
- d) Proposal Evaluation

The proposals that meet the Minimum Qualifications in Section B and the Proposal Requirements and Information in Section C will be evaluated and scored according to the criteria indicated below. The recommendation will be made by an evaluation committee organized by CIRM on the basis of the following weighted factors (Maximum points available for each criterion is noted.)

- (1) Qualification and Experience as a Professional Third Party Payroll Service and Independent Contractor Classification Consulting vendor 50 points  
CIRM will evaluate the proposal on the basis of the company's overall experience demonstrating their ability to successfully complete the requirements identified in 1) Introduction and 2) Scope of Work, Section A.
- (2) Responsiveness to the Scope of Work 25 points  
CIRM will evaluate the proposal on the basis of the company's overall understanding and description of the Services to be Performed.
- (3) Cost 25 points  
CIRM will score the cost upon the competitive cost proposal, Scope of Work, Section A, Item 2.

**Maximum Total Possible Points**

**100 points**

#### **5. Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the CIRM, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.



- b) Proposal packages may be returned only at the Vendor's expense, unless such expense is waived by CIRM.

**6. Agreement Execution and Performance**

- a) Service shall start on the express date set by CIRM and the Consultant, after all approvals have been obtained and the agreement is fully executed. Should the Consultant fail to commence work at the agreed upon time, CIRM, upon five (5) days written notice to the Consultant, reserves the right to terminate the agreement. In addition, the Consultant shall be liable to CIRM for the difference between Consultant's Proposal price and the actual cost of performing work by another Consultant.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

**D. Required Attachments**

**For your proposal to be considered responsive, all required attachments must be included with the RFP by the dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.**

Attachment 1 – Vendor References

Attachment 2 – Payee Data Record (STD 204)

**E. Exhibits**

- 1. Sample Independent Consultant Agreement

## ATTACHMENT 1

### Vendor References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

  

<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

  

<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

## ATTACHMENT 2

### Payee Data Record (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

#### PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print): _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td style="width: 40%; border: none;"><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td style="border: none;"><b>MAILING ADDRESS</b></td> <td style="border: none;"><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td style="border: none;"><b>CITY, STATE, ZIP CODE</b></td> <td style="border: none;"><b>CITY, STATE, ZIP CODE</b></td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>	<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>
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<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>								
<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>								
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.						
<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: top;"> <input type="checkbox"/> PARTNERSHIP   <input type="checkbox"/> ESTATE OR TRUST   <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR         </td> <td style="width: 70%; vertical-align: top;"> <b>CORPORATION:</b>  <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> LEGAL (e.g., attorney services)  <input type="checkbox"/> EXEMPT (nonprofit)  <input type="checkbox"/> ALL OTHERS   <b>ENTER SOCIAL SECURITY NUMBER:</b>    <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> </td> </tr> </table>			<input type="checkbox"/> PARTNERSHIP  <input type="checkbox"/> ESTATE OR TRUST  <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	<b>CORPORATION:</b> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS  <b>ENTER SOCIAL SECURITY NUMBER:</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>				
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(SSN required by authority of California Revenue and Tax Code Section 18646)									
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b>  <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.								
<b>5</b>	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td style="width: 40%; border: none;"><b>TITLE</b></td> </tr> <tr> <td style="border: none;"><b>SIGNATURE</b></td> <td style="border: none;"><b>DATE</b></td> </tr> <tr> <td colspan="2" style="border: none;"><b>TELEPHONE</b> (    )    -    (    )    -    (    )   </td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (    )    -    (    )    -    (    )	
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<b>SIGNATURE</b>	<b>DATE</b>								
<b>TELEPHONE</b> (    )    -    (    )    -    (    )									
<b>6</b>	<b>Please return completed form to:</b>  Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (    )    -    (    )    -    (    )         Fax: (    )    -    (    )    -    (    ) E-mail Address: _____								

## EXHIBIT 1

Agreement No. CIRM \_\_\_\_

### CALIFORNIA INSTITUTE FOR REGENERATIVE MEDICINE INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT to furnish certain consultant services is made by and between the California Institute for Regenerative Medicine hereinafter called (the CIRM), and \_\_\_\_\_ [Name] hereinafter called (the Consultant).

#### I. NATURE AND PLACE(S) OF SERVICE

- A. The Consultant shall furnish to the CIRM the following described services including a time schedule by which the Consultant is to produce or provide specified materials or perform certain consulting services as well as reports on the progress of the services: See attachment A submitted by Consultant to CIRM.
- B. In addition to the services described in subparagraph A. above, the Consultant's proposal to the CIRM shall be incorporated herein by reference and made part of this Agreement.
- C. If the Consultant is an entity other than an individual, the CIRM requires that staff be assigned according to Attachment A to perform the work set forth herein. No reassignment of work to any other individual(s) other than those described in Attachment A shall be made without the written approval of the CIRM.
- D. Place(s) of performance of such services shall be:

Consultant's location:

CIRM's location:

210 King Street  
San Francisco, CA 94107

- E. The CIRM will provide working space, equipment, furniture, utilities, and services, as follows:

#### II. TERM OF AGREEMENT

- A. The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_.

B. CIRM reserves the right to terminate this Agreement subject to 30 days written notice to the Consultant. Consultant may submit a written notice to terminate this Agreement only if the CIRM should substantially fail to perform its responsibilities as provided herein. In addition, this Agreement may be terminated immediately for cause. The term "for cause" shall mean that the Consultant fails to meet the

terms, conditions, and/or responsibilities of this Agreement. In this instance, the termination shall be effective as of the date indicated on CIRM's notification to the Consultant

- C. The term of this Agreement may be extended by the mutual, written consent of both parties.

### III. COMPENSATION AND REIMBURSEMENT FOR EXPENSES

- A. The CIRM shall pay the Consultant for services performed on the following basis:

1. Professional Fees:
2. Other Expenses

#### MAXIMUM TO BE PAID UNDER THIS AGREEMENT

\$ \_\_\_\_\_

\* Reimbursement for travel and per diem shall be in accordance with established CIRM rates and policies.

- B. Payments shall be made upon the Consultant's submission of invoices indicating the Agreement Number and setting forth charges in accordance with rates detailed in Article III-A. Each invoice shall include the Consultant's taxpayer identification number (Social Security or employer identification number). Invoices shall be submitted not more frequently than monthly in arrears to:

California Institute for Regenerative Medicine  
President  
210 King Street  
San Francisco, CA 94107

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. The following link will take you to the Government Code cited for further information. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=00001-01000&file=927-927.12>

### IV. REPORTING

In performing consulting services under this Agreement, the Consultant shall be accountable to the CIRM and shall provide progress reports to CIRM upon CIRM's request.

### V. NOTIFICATION

Notices concerning this Agreement shall be addressed as follows:

CIRM:

TO

CONSULTANT:

[Insert name and address]

### VI. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax or as the result of any change in the Consultant's tax liabilities. The Consultant acknowledges that compensation payable hereunder may be subject to withholding of state and federal income tax, including state

income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677.

#### VII. INDEPENDENT CONSULTANT STATUS

- A. Both parties agree that in the performance of this Agreement the Independent Consultant shall not be an agent or employee of the CIRM, shall not be covered by the State of California Worker's Compensation Insurance or Unemployment Insurance, shall not be eligible to participate in the CIRM's retirement programs, and shall not be entitled to any other CIRM employee benefits.
- B. The Consultant shall be solely responsible for the conduct and control of the work to be performed by the Consultant under this Agreement, except that the Consultant is accountable to the CIRM for the results of such work. The Consultant's services for the CIRM shall be performed in accordance with currently approved methods and ethical standards applicable to the Consultant's professional capacity.

California State Contract Code 10515 (a) states: No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract on or after July 1, 2003, for the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

#### VIII. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this Agreement, or any interest or claim, or subcontract any portion of the work, without the prior written approval of the CIRM. The withholding or granting of such approval is totally discretionary with the CIRM. If the CIRM consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

#### IX. PROPERTY RIGHTS, INCLUDING PATENTS AND COPYRIGHTS

All written and other tangible material ("Material") produced pursuant to this Agreement by the Consultant shall be considered a work-made-for-hire under the Copyright Act. To the extent said Material does not qualify as a work-made-for-hire, Consultant hereby assigns all right, title, and interest, including, but not limited to, copyright and all copyright rights in the Material to the CIRM and shall execute any and all documents necessary to effectuate such assignment. In the event Consultant uses any individual who is not a full-time employee of Consultant or uses any other entity to perform any of the work required by Consultant hereunder, Consultant shall require said individual or entity to sign an agreement before commencing work that contains identical wording to the foregoing two sentences except that the word "Consultant" shall be replaced with the individual's or entity's name.

#### X. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

- A. The Consultant agrees to defend, at the CIRM's election, indemnify, and hold harmless the CIRM, its officers, agents, and employees from and against any and all claims, losses, expenses (including costs and reasonable attorney's fees), claims for injury, or damages that are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents or Consultant's breach of this Agreement. In addition, Consultant agrees to defend, at the CIRM's election, indemnify, and hold harmless the CIRM, its officers, agents, and employees from and against any and all claims, losses, expenses (including costs and reasonable attorney's fees), claims for injury, or damages accruing or resulting to any and all contractors, subcontractors,

suppliers, or any other person, firm or corporation furnishing services or supplying goods in connection with Consultant's performance of this Agreement

- B. The Consultant shall furnish a Certificate of Insurance or statement of self-insurance (contractual liability included) showing minimum coverage as follows:

1. General Liability: Comprehensive or Commercial Form (Minimum Limits)

(i)	General Aggregate (BI, PD)*	\$2,000,000
(ii)	Products, Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$1,000,000
(iv)	Each Occurrence	\$1,000,000

\* (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage must include a Primary and Non-Contributory provision and a Severability of Interest provision. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

2. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

3. Workers' Compensation: as required under California State Law.

4. Professional Liability Insurance: (Minimum Limits)

(1) Each occurrence	\$2,000,000
(2) Project Aggregate	\$2,000,000

If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. The insurance must include Contractual Liability Coverage and Defense and Indemnification of CIRM by the contracting party.

5. Other insurance in amounts as from time to time may reasonably be required by the mutual consent of the CIRM and the Consultant against such other insurable hazards relating to performance.

Certificate(s) shall name the CIRM as an additional insured under 1, 2 and 4 above, obligate the insurer to notify the CIRM at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the CIRM. Premiums on all insurance policies shall be paid directly by the Consultant.

## XI. RECORDS ABOUT INDIVIDUALS

- A. The Consultant acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by the CIRM policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and

disclosure of information about individuals, including the right of access by the subject individuals.

- B. If the Consultant creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and of the purpose of the record.
- C. Records containing confidential or personal information about individuals are the property of the CIRM and subject to the CIRM's policies and applicable federal and state laws. The Consultant agrees to deliver all such records, including originals and all copies and summaries, to the CIRM upon termination of this Agreement.
- D. The Consultant shall not use recording devices in discussions with the CIRM's employees without notifying all parties to the discussion that the discussion is being recorded.

## XII. EXAMINATION OF RECORDS

The Consultant agrees that the CIRM and its authorized agents shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement including, but not limited to, all documents, records and work papers whether obtained or copied from the CIRM or developed by the Consultant. Consultant agrees to maintain such records for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the CIRM and its authorized agent's access to such records during normal business hours. Further, Consultant agrees to include a similar right of access in any subcontract related to the performance of this Agreement.

In accordance with state law, the Consultant agrees that the CIRM, its authorized agents, the State Controller's Office, and the Bureau of State Audits (collectively, the "Auditors") shall have the right, in connection with an audit, to review and copy any records and supporting documentation pertaining to the performance of this Agreement including, but not limited to, all documents, records and work papers whether obtained or copied from the CIRM or developed by the Consultant. Consultant agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the Auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the Auditors to audit records and interview staff in any subcontract related to the performance of this Agreement.

## XIII. CONFLICT OF INTEREST

- A. The Consultant will not hire any officer or employee of the CIRM to perform any service covered by this Agreement. If the work is to be performed in connection with a federal or state contract or grant, the Consultant will not hire any employee of the government concerned to perform any service covered by this Agreement.
- B. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the CIRM.
- C. The Consultant shall not be in a reporting relationship to a CIRM employee who is a near



relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

- D. The Consultant may be required to execute a Form 700 Statement of Economic Interests as published by the Fair Political Practices Commission. Statements of Economic Interests are public documents. More information about Form 700 is available at [www.fppc.ca.gov](http://www.fppc.ca.gov).

#### XIV. AFFIRMATIVE ACTION

The Consultant recognizes that as a state government contractor or subcontractor, the Consultant is obligated to comply with all state laws and regulations regarding equal opportunity and affirmative action in government contracts. When applicable, the Consultant agrees that all such laws and their implementing regulations are incorporated herein as though set forth in full. These laws include the nondiscrimination requirements of Government Code sections 12990 and 11135, and the nondiscrimination program and clause required by Title 2, Division 4, Chapter 5 of the California Code of Regulations.

#### XV. CONFIDENTIALITY

The Consultant shall keep confidential any information provided by the CIRM or any information conveyed orally to the Consultant by the CIRM with oral notification of its confidentiality (the "Confidential Information"), Consultant agrees to maintain the secrecy of CIRM's Confidential Information and agrees not to use it except in performing the Services under this Agreement and not to disclose it to anyone outside CIRM or anyone within CIRM's organization who does not have a need to know it to perform under this Agreement. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of the Consultant; or
3. Is obtained lawfully from a third party.

#### XVI. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

#### XVII. TERMS TO BE EXCLUSIVE

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior understanding between the parties, oral or written, regarding the same subject matter.

#### XVIII. WAIVER OR MODIFICATION OF TERMS

No waiver, amendment or other modifications of the terms of this Agreement shall be binding upon either party unless expressed in writing and signed by both parties hereto.

#### XIX. STANDARD FOR PERFORMANCE

The parties acknowledge that the CIRM, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the

Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XX. EXCLUSION. Independent Consultant warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.aspx>) and the Federal Procurement and Nonprocurement Programs (<http://www.epls.gov/epls/search.do>). This Agreement shall be subject to immediate termination in the event that the Independent Consultant is excluded from participation in any federal healthcare or procurement program.

#### XXI RESOLUTION OF DISPUTES

If the Consultant disputes any action by the CIRM arising under or out of the performance of this contract, the Consultant shall notify the CIRM of the dispute in writing and request a claims decision. CIRM shall issue a decision within 30 days of the Consultant's notice. If the Consultant disagrees with the CIRM's claims decision, the Consultant shall submit a formal claim to the President of CIRM. The decision by the President of the CIRM shall be final and conclusive on the claim unless the decision is arbitrary, capricious or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretation of the contract and determinations or applications of law. The decision shall be in writing following an opportunity for the Consultant to present oral or documentary evidence and arguments in support of the claim. Consultant shall continue with the responsibilities under this Agreement during any dispute.

INDEPENDENT CONSULTANT

THE CALIFORNIA INSTITUTE FOR  
REGENERATIVE MEDICINE

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_

\_\_\_\_\_  
Dr. John Robson \_\_\_\_\_ Date \_\_\_\_\_  
Vice President- Operations

Item 6445-502-6047001/H&S Code 125291.20/Statutes 2004/ FY 08/09 & 09/10  
Account/Fund to be charged